# UNITED STATES BANKRUPTCY COURT DISTRICT OF MARYLAND BALTIMORE DIVISION

IN RE:	
Lesley Jeneen Keeney,  aka Leslee Keeney	CHAPTER 13 CASE NO.: 19-10204
Debtor(s).	
MTGLQ INVESTORS, L.P.  Movant,  V.  Lesley Jeneen Keeney,  aka Leslee Keeney  Debtor(s),  Truman Randall Keeney,  Co-Debtor(s)  Robert S. Thomas, II,  Trustee,	FILED PURSUANT TO 11 U.S.C SECTIONS 362 and 1301
Respondents.	

# MOTION SEEKING RELIEF FROM STAY AND CO-DEBTOR STAY REGARDING PROPERTY AT 8939 HAWBOTTOM RD, MIDDLETON, MD 21769

Comes now MTGLQ INVESTORS, L.P., ("Movant"), by Counsel, and moves this Honorable United States Bankruptcy Court for relief from the stay imposed by 11 U.S.C. Section 362(a) and 1301, and in support thereof, states as follows:

- 1. That this Motion is filed pursuant to 11 U.S.C. Section 362(d), 1301, and Rules 4001 and 9014 of the Bankruptcy Rules, as hereinafter shall more fully appear.
- 2. On November 20, 2009, Debtor Lesley Jeneen Keeney aka Leslee Keeney and Co-Debtor Truman Randall Keeney executed and delivered a Promissory Note ("Note") and Deed of Trust ("Mortgage") securing payment of the Note in the amount of \$351,037.00

to Bank Of America, N.A.. The Mortgage was recorded on December 4, 2009, in Book 1628 at Page 193, in the Public Records of Frederick County, Maryland, with Recontrust Company N.A. as trustee. The loan was transferred to Movant. True and accurate copies of documents establishing a perfected security interest and ability to enforce the terms of the Note are attached hereto as Composite Exhibit "A." The documents include copies of the Note with indorsements (if any), recorded Mortgage, Assignment(s) of Mortgage, and any other applicable documentation supporting the right to seek the lifting of the automatic stay and to foreclose, if necessary.

- **3.** Co-Debtor(s), Truman Randall Keeney, are liable on and/or has secured the aforementioned debt with the Co-Debtor(s)' interest in the real property.
- 4. The Mortgage provides Secured Creditor a lien on the real property located in Frederick County, Maryland, and legally described as:

All that parcel of land known as New Lot 1, containing 32.395 acres of land, more or less, as shown on plat entitled "Addition Plat-Correction Plat, Keeney (T.M. Parcel 189) a.k.a. Parcels C & D (Plat Book 64 page 198), Addition to — Lot 1, Section One, "Hawhill Estates Subdivision" (previously recorded in Plat Book 64 at page 198) and Addition to Lot 1, Section One "Pine Ridge Estate" (previously recorded in Plat Book 66 at Page 30), as per Plat thereof recorded in Plat Book 81 at Page 132, one of the Plat Records of Frederick County, Maryland.

This property is located at the street address of: 8939 HAWBOTTOM RD, MIDDLETON, MD 21769 - (the "Property").

5. The terms of the aforementioned Note and Mortgage have been in default, and remain in default, since February 1, 2019 with arrears in the amount of \$7,641.48 as of April 29, 2019. A copy of the breakdown of post-petition arrears is attached hereto as **Exhibit** "B".

- According to Frederick County Assessor's Office, the value of the property is \$470,300.00 as of 01/01/2018. A copy is attached hereto as **Exhibit "C"**, which is permissible as a property valuation under Fed. R. Evid. 803(8). The payoff as of April 29, 2019 is \$574,637.91. See **Exhibit "B"**. There is little or no equity in the property. That in the event of a forced sale, there would not be any excess equity after payment of the administrative costs of sale, the liens on the property, any exemptions of the Debtor(s) and any co-obligor share for the benefit of other creditors of the estate and, therefore cause exists for the lifting of the stay.
- **7.** Based upon the Debtor(s)' Chapter 13 Plan (Docket No. 6), the property is treated outside the plan and Secured Creditor will receive payments directly.
- 8. Secured Creditor's security interest in the subject property is being significantly jeopardized by Debtor(s)' and Co-Debtor(s)' failure to comply with the terms of the subject loan documents while Secured Creditor is prohibited from pursuing lawful remedies to protect such interest. Secured Creditor has no protection against the erosion of its collateral position and no other form of adequate protection is provided.
- 9. If Secured Creditor is not permitted to enforce its security interest in the collateral or be provided with adequate protection, it will suffer irreparable injury, loss, and damage.
- 10. Secured Creditor respectfully requests the Court grant it relief from the Automatic Stay in this cause pursuant to §362(d)(1) and 11 U.S.C. § 1301 of the Bankruptcy Code, for cause, namely the lack of adequate protection to Secured Creditor for its interest in the above stated collateral. The value of the collateral is insufficient in and of itself to provide adequate protection which the Bankruptcy Code requires to be provided to the Secured Creditor. Secured Creditor additionally seeks relief from the Automatic Stay

pursuant to §362(d)(2) and 11 U.S.C. § 1301 of the Bankruptcy Code, as the collateral is unnecessary to an effective reorganization of the Debtor's assets.

- 11. Once the stay is terminated, the Debtor will have minimal motivation to insure, preserve, or protect the collateral; therefore, Secured Creditor requests that the Court waive the 14-day stay period imposed by Fed.R.Bankr.P. 4001(a)(3).
- 12. Secured Creditor has incurred court costs and attorney's fees in this proceeding and will incur additional fees, costs and expenses in foreclosing the Mortgage and in preserving and protecting the property, all of which additional sums are secured by the lien of the mortgage. Secured Creditor seeks an award of its reasonable attorneys' fees and costs, or alternatively, leave to seek recovery of its reasonable attorneys' fees and costs in any pending or subsequent foreclosure proceeding.

WHEREFORE, Secured Creditor, prays this Honorable Court enter an order modifying the automatic stay under 11 U.S.C. § 362(d) and 11 U.S.C. § 1301 so that the undersigned may proceed to enforce its security interest in the subject property by: (i) instituting or continuing foreclosure proceedings against the subject property in state court, (ii) allowing it to take such other actions with respect to the subject property as are set forth under applicable non-bankruptcy law, (iii) allowing the successful purchaser at the foreclosure sale to obtain possession of the subject property, (iv) relieving it, its successors and/or assigns from any further filing requirements pursuant to Fed. R. Bankr. P. 3002.1(b)-(c) if the stay is ultimately and unconditionally lifted or terminated, (v) that the Order be binding and effective upon the Debtor despite any conversion of this bankruptcy case to a case under any other chapter of Title 11 of the United States Code; and (vi) the fourteen (14) day appeal period shall be waived.

## NOTICE OF INTENT TO SUBMIT BUSINESS RECORDS

The Movant will submit business records as evidence at any scheduled hearing, as allowed under Fed. R. Bankr. P. 9017 and FRE 902(11). These business records and the declaration of their maintenance as business records are available for inspection by the adverse party upon demand.

Dated: 6/21/19 /s/ David A. Rosen

David A. Rosen
MD Federal Bar No. 14583
RAS Crane, LLC
11900 Parklawn Drive, Suite 310
Rockville, MD 20852

Phone: (844) 442-2150, ext. 242

Fax (240) 238-2767

Email: darosen@rascrane.com

Attorney for Movant

### **CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on June 21, 2019, a copy of the Motion for Relief from Stay has been served upon the following necessary parties in interest, via first class mail postage prepaid to:

Lesley Jeneen Keeney 2406 Love Point Rd Stevensville, MD 21666

Truman Randall Keeney 8939 Hawbottom Rd Middletown, MD 21769

And via electronic mail to:

Morgan William Fisher Law Offices of Morgan Fisher LLC 1125 West St., Suite 227 Annapolis, MD 21401

Robert S. Thomas, II 300 E Joppa Road, Suite 409 Towson, MD 21286

DATE: 06/21/2019

By: /s/ David A. Rosen David A. Rosen MD Federal Bar No. 14583 RAS Crane, LLC 11900 Parklawn Drive, Suite 310 Rockville, MD 20852 Phone: (844) 442-2150, ext. 242

Fax (240) 238-2767

Email: darosen@rascrane.com

Attorney for Movant

## **COMPOSITE EXHIBIT "A"**

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12/13/2011 3:21:14 PM PAGE

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888-294-5658

Prepared by: KRISTEN R. MOORE





Multistate	NOTE		
LOAN #:		FHA Case No.	

NOVEMBER 20, 2009 [Date]

> 8939 HAWBOTTOM RD, MIDDLETOWN, MD 21769-9310 [Property Address]

#### PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means BANK OF AMERICA, N.A. and its successors and assigns.

#### BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of THREE HUNDRED FIFTY ONE THOUSAND THIRTY SEVEN and 00/100

Dollars (U.S. \$351, 037.00 ), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of FIVE & ONE-QUARTER percent ( 5.250 %) per year until the full amount of principal has been paid.

#### PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a Mortgage, Deed of Trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

#### MANNER OF PAYMENT

#### (A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on JANUARY 01, 2010 . Any principal and interest remaining on the first day of DECEMBER, 2039 , will be due on that date, which is called the "Maturity Date."

#### (B) Place

Payment shall be made at P.O. Box 660694, Dallas, TX 75266-0694

or at such place as Lender may designate in writing by notice to Borrower.

#### (C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$1,938.44 . This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

### (D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this

Note. [Check applicable box]			g. mar a part of an
Graduated Payment Allonge	Growing Equity Allonge	Other [specify]	

#### BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

#### BORROWER'S FAILURE TO PAY

## (A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the percent ( 4.000%) of the overdue amount of each payment.

#### (B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of

FHA Fixed Rate Note 2001R-XX (02/08)(d/t)





Case 19-10204 Doc 28 Filed 06/21/19 Page 9 of 37

CRPRDNRBS46b 12/13/201

12/13/2011 3:21:14 PM PAGE

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### Case 19-10204 Doc 28 Filed 06/21/19 Page 10 of 37

CRPRDNRBS46b

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CASE #



LOAN #:

payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

#### 7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

#### 8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

### 9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

PAY TO THE ORDER OF
WITHOUT RECOURSE
BANK OF AMERICA, N.A.
WITHOUR STOLANDER

MICHELE SJOLANDER SENIOR VICE PRESIDENT

If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

	ARMAN RANDALL KEENEY	(Seal
	Audu Coor	-Borrowe (Scal
	LESLEE KEENEY	-Borrowe
	<del></del>	(Seal
		-Borrowe
***************************************		
		(Seal)
		-Borrowei

FHA Fixed Rate Note 2001R-XX (02/08)

BY

Case 19-10204 Doc 28 Filed 06/21/19 Page 11 of 37

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Return To: BANK OF AMERICA, N. ReconTryst Co./TX2 N.A. X2**/**979-01-07 P.O. Box 619/003 ≰, TX /15261 **/**9003

AFTER RECORDING RETURN TO:
OLDE TOWNE TITLE
5900 FREDERICK CROSSING LANE
FREDERICK, MD 21704
FILE NO:
Title Insurer, FATICO

Tax ID No:FI SIRE \$ RELUNDING FEE

State of Maryland

DEED OF TRUST

[Space Above This Line For Recording Data]

THIS DEED OF TRUST ("Security Instrument") is made on NOVEMBER 20, 2009 . The Grantor is TRUMAN RANDALL KEENEY, AND LESLEE KEENEY, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY

("Borrower"). The trustee is

RECONTRUST COMPANY, N.A. 225 WEST HILLCREST DRIVE MSN TO-02, THOUSAND OAKS, CA 91360

("Trustee"). The beneficiary is Mortgage Electronic Registration Systems, Inc. ("MERS"), (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. BANK OF AMERICA, N.A.

("Lender") is organized and existing under the laws of THE UNITED STATES

, and has an address of

101 South Tryon Street, Charlotte, NC 28255

Borrower owes Lender the principal sum of

THREE HUNDRED FIFTY ONE THOUSAND THIRTY SEVEN and 00/100

Dollars (U.S. \$351,037.00 ). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on DECEMBER 01, 2039

This Security Instrument secures to Lender (a) the repayment of the debt swidewood by . This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in

FREDERICK County, Maryland: SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Numbe

FHA Maryland Deed of Trust with MERS - 4/96

MERS FHA Deed of Trust-MD 2004N-MD (11/07)(d/i)

Page 1 of 6

Amended 2/98

## Case 19-10204 Claim 12 8 Filled Q3/18/19 Page 16 of 33

which has the address of

8939 HAWBOTTOM RD, MIDDLETOWN

[Street, City]

Maryland 21769-9310 ("Property Address"); [Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

- 1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
- 2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq. and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows: <u>First</u>, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently crected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or

MERS FHA Deed of Trust-MD 2004N-MD (11/07)

Page 2 of

## Case 19-10204 Quality 218 PF 0 d 0 3/18/19 Page 17 of 33

postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

- 5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.
- 6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.
- 7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

- 8. Fees. Lender may collect fees and charges authorized by the Secretary.
- 9. Grounds for Acceleration of Debt.
  - (a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:
    - (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or
    - (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.
  - (b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:
    - All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold
      or otherwise transferred (other than by devise or descent), and
    - (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
  - (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments, Lender does not waive its rights with respect to subsequent events.
  - (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclose if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
  - (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof,

MERS FHA Deed of Trust-MD 2004N-MD (11/07)

TRK AMPage 3 of 6

## Case 19-10204 Claim 11 Filed 03/18/19 Page 18 of 33

Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

- 10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a hump sum all amounts required to bring Borrower's account current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.
- 11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.
- 12. Successor's and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who cosigns this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.
- 13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.
- 14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.
  - 15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.
- 16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. To the extent permitted by applicable law, Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

MERS FHA Deed of Trust-MD 2004N-MD (11/07)

Page 4 of 6

## Case 19-10204 Chainn 1218 p Filed 973/18/19 Page 19 of 33

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure, If Lender requires immediate payment in full under paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a notice of sale to Borrower in the manner prescribed by applicable law. Trustee shall give notice of sale by public advertisement for the time and in the manner prescribed by applicable law. Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facic evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, Trustee's fees of 5.000 % of the gross sale price and reasonable attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

Borrower, in accordance with Subtitle W of the Maryland Rules of Procedure, does hereby declare and assent to the passage of a decree to sell the Property in one or more parcels by the equity court having jurisdiction for the sale of the Property, and consents to the granting to any trustee appointed by the assent to decree of all the rights, powers and remedies granted to the Trustee in this Security Instrument together with any and all rights, powers and remedies granted by the decree. Neither the assent to decree nor the power of sale granted in this paragraph 18 shall be exhausted in the event the proceeding is dismissed before the payment in full of all sums secured by this Security Instrument.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Release Upon payment of all sums secured by this Security Instrument, Lender or Trustee shall release this Security Instrument without charge to Borrower and mark the Note "paid" and return the Note to Borrower. Borrower shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the city or county in which this Security Instrument is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Possession of the Property. Borrower shall have possession of the Property until Lender has given Borrower notice of default pursuant to paragraph 18 of this Security Instrument.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider Planned Unit Development Rider	Growing Equity Rider Graduated Payment Rider	Other [specify]
BY SIGNING BELOW, Borrower and recorrider(s) executed by Borrower and recorring	r accepts and agrees to the terms contided with it.  TRUMN RANDALL KRENEY	ained in this Security Instrument and in any (Seal) - Borrower
	July Keeney Kllv	(Seal) - Borrower
		(Seal) - Borrower
		- Borrower

# Case 19-10204 Claim 11 Filed 03/18/19 Page 20 of 33 $^{\circ}$ R 1 b 2 8 PG 0 I 9 8

STATE OF MARYLAND.	Frederi
I Hereby Certify, That on this day	County ss.
subscriber, a Notary Public of the State of Maryland, in	and for the county of Monte omes
personally appeared	Canday Keeney and leader
Kelney	7
Impound to the property of the state of the	, , , , , , , , , , , , , , , , , , , ,
acknowledge that he/she/they executed the same for the part of the	s) whose name(s) is/are subscribed to the within instrument and surposes therein contained.
My Commission Expires WILLIAM VAN HORN Notary Public, State of Man County of Montgomen	V Notary Public
My Commission Expires July 21, 2	010
STATE OF Manyland, I Hereby Certify, That on this 20th	Frederick County ss:
I Hereby Certify, That on this 2041 before me, the subscriber, a Notary Public of the State of personally appreciately, personally appreciately.	Maryland and for the ppeared William Van Horn
closing transaction by the secured party was paid over an to the Borrower or to the person responsible for disburser	Trust, and made oath in due form of law that the consideration rein set forth and that the actual sum of money advanced at the disbursed by the party or parties secured by the Deed of Trust ment of funds in the closing transaction or their respective agent 3 orrower of this Deed of Trust; and also made oath that he is the d to make this affidavit.
My Commission Expires: 4///0	Sandia Golde Notary Public
by minutely to the instrument was prepared	
	Kristen R. Moore

Loan Processor

MERS FHA Deed of Trust-MD 2004N-MD (11/07)

All HAM

Case 19-10204 Claim 11 Filed 03/18/19 Page 21 of 33

All that parcel of land known as New Lot 1, containing 32.395 acres of land, more or less, as shown on plat entitled "Addition Plat-Correction Plat, Keeney (T.M. Parcel 189) a.k.a. Parcels C & D (Plat Book 64 page 198), Addition to – Lot 1, Section One, "Hawhill Estates Subdivision" (previously recorded in Plat Book 64 at page 198) and Addition to Lot 1, Section One "Pine Ridge Estate" (previously recorded in Plat Book 66 at Page 30), as per Plat thereof recorded in Plat Book 81 at Page 132, one of the Plat Records of Frederick County, Maryland.

TAX ID NO

THE W

Case 19-10204 Claim 11 Filed 03/18/19 Page 24 of 33 BK 8 5 5 7 PG 0 1 b 9

Recording Requested By:
Bank of America
Prepared By: Diana DeAvila
888-603-9011
When recorded mail to:
CoreLogic
450 E. Boundary St.
Attn: Release Dept.

Tax ID:

Property Address: 8939 Hawbottom Rd

Chanin, SC 29036

Middletown, MD 21769-9310

9/20/2011

his space for Recorder's us

#### ASSIGNMENT OF DEED OF TRUST

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 3300 S.W. 34TH AVENUE, SUITE 101 OCALA, FL 34474 does hereby grant, sell, assign, transfer and convey unto BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP FKA COUNTRYWIDE HOME LOANS SERVICING, LP whose address is 400 NATIONAL WAY, SIMI VALLEY, CA 93065

all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Original Lender:

BANK OF AMERICA, N.A.

Made By:

TRUMAN RANDALL KEENEY, AND LESLEE KEENEY, HUSBAND AND

WIFE AS TENANTS BY THE ENTIRETY

Original Trustee:

RECONTRUST COMPANY, N.A.

Date of Deed of Trust: 11/20/2009

Original Loan Amount: \$351,037.00

Recorded in Frederick County, MD on: 12/4/2009, book 7628, page 0193 and instrument number N/A

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. recorbing fee Swarupa Slee, As sistant Secretary Tülki REST FROM State of California 3KD County of Ventura Oct 17, 2011 WZM , Notary Public, personally On before me. appeared Swarupa Slee, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public:

My Commission Expires:

(Seal)

DESIREE CARSON Commission # 1873687 ' Notary Public - California Ventura County

My Comm. Expires Dec 19, 2013

000011111 KEENEY

Recording Requested By: Bank of America, N.A. Prepared By: Ralph Flores 800-444-4302

When recorded mail to:
Richmond Monroe Group, Inc
Attn: Toni Eutsler

PO Box 458
Kimberling City, MO 65686

Tax ID:

Property Address:

8939 Hawbottom Rd.

Middletown, MD 21769-9310

This space for Recorder's use

## SSIGNMENT OF DEED OF TRUST

Record 1st

For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 1800 TAPO CANYON ROAD, SIMI VALLEY, CA 93063 does hereby grant, sell, assign, transfer and convey unto SECRETARY OF HOUSING AND URBAN DEVELOPMENT whose address is 451 7TH STREET, S.W., WASHINGTON, D.C. 20410 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust.

Beneficiary:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE

FOR BANK OF AMERICA, N.A., ITS SUCCESSORS AND ASSIGNS

Made By:

TRUMAN RANDALL KEENEY, AND LESLEE KEENEY, HUSBAND AND

WIFE AS TENANTS BY THE ENTIRETY

Original Trustee:

RECONTRUST COMPANY, N.A.
20/2009 Original Loan Amount: \$351,037.00

Date of Deed of Trust: 11/20/2009

Recorded in Frederick County, MD on: 12/4/2009, book 7628, page 0193 and instrument number N/A

IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be executed on APR 0.8 2014

BANK OF AMERICA, N.A., SUCCESSOR BY MERGER TO BAC HOME LOANS SERVICING, LP, FKA COUNTRYWIDE HOME LOANS SERVICING

By: Shannon Mayfield
Assistant Vice President

State of California IMP FID SURE \$ County of Los Angeles RECORDING FEE 20.00 TOTA 60.00 APR 0 8 2014 **Shannon Steeg** Notary Public, personally page before me, Ropt # 98583 appeared Shannon Mayfield, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument Blk # 1458 11:45 am the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Notary Public: Shannon Steeg
My Commission Expires: May 17, 2017

SHANNON STEEG Commission # 2021493 Notary Public - California Los Angeles County My Comm. Expires May 17, 2017

(Seal)

Recording Requested By: Bank of America, N.A. Prepared By: Marivel Castro When recorded mail to: Richmond Monroe Group, Inc Attn: Toni Eutsler **PO Box 458** Kimberling City, MO 65686 Tax ID: Property Addres 8939 Hawbottom Rd Middletown, MD 21769-9310 This space for Recorder's use Record 2nd SSIGNMENT OF DEED OF TRUST For Value Received, the undersigned holder of a Deed of Trust (herein "Assignor") whose address is 451 7TH STREET, S.W., WASHINGTON, D.C. 20410 does hereby grant, sell, assign, transfer and convey unto DC RESIDENTIAL IV LOAN ACQUISITION VENTURE, L.P. C/O OAKTREE CAPITAL MANAGEMENT, L.P. whose address is 333 SOUTH GRAND AVE., 28TH LOS ANGELES, CA 90071 all beneficial interest under that certain Deed of Trust described below together with the note(s) and obligations therein described and the money due and to become due thereon with interest and all rights accrued or to accrue under said Deed of Trust. MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS NOMINEE Beneficiary: FOR BANK OF AMERICA, N.A., ITS SUCCESSORS AND ASSIGNS TRUMAN RANDALL KEENEY, AND LESLEE KEENEY, HUSBAND AND Made By: WIFE AS TENANTS BY THE ENTIRETY Original Trustee: RECONTRUST COMPANY, N.A. Date of Deed of Trust: 11/20/2009 Original Loan Amount: \$351,037.00 Recorded in Frederick County, MD on: 12/4/2009, book 7628, page 0193 and instrument number N/A RECORDING FEE IN WITNESS WHEREOF, the undersigned has caused this Assignment of Deed of Trust to be greented on RCF1 \$ 38584 4/29/14 SKD B1k # 1460 SECRETARY OF HOUSING AND URBAN 2014 DEVELOPMENT HEREBY APPOINTS DC RESIDENTIAL IV LOAN ACQUISITION VENTURE,

**FACT** By: State of

, a Notary Public, personally 1<u>9</u> before me, Neil appeared Spagne who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

County of

Notary Public: My Commission Expires:

(Seal)

**AUSTIN SCOTT WERNER** Notary Public Connecticut My Commission Expires Jul 31, 2018

L.P. AS ITS TRUE AND LAWFUL ATTORNEY IN

20.00 60.00

11:45 aa

## Case 99-1020204 Doleing 11 Filled 08/11/11/1020 07 18 37

Recording Requested By: RICHMOND MONROE GROUP

When Recorded Return To:

TONI EUTSLER/2 RICHMOND MONROE GROUP P.O. BOX 458 KIMBERLING CITY, MO 65686

#### CORPORATE ASSIGNMENT OF MORTGAGE/DEED OF TRUST

"KEENEY"

Assignment Prepared on: August 20th, 2014.

Record 3rd

Assignor: DC RESIDENTIAL IV LOAN ACQUISITION VENTURE, L.P. at 1063 Post Road, 2nd Floor, Darien, CT 06820.

Assignee: DC RESIDENTIAL IV PORTFOLIO PRIVATE OWNER, LLC at 1063 POST ROAD, 2ND FLOOR, DARIEN. CT 06820.

Executed By: TRUMAN RANDALL KEENEY, AND LESLEE KEENEY, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANK OF AMERICA, N.A., ITS SUCCESSORS AND ASSIGNS

Date of Deed of Trust: 11/20/2009 Recorded: 12/04/2009 in Book/Reel/Liber: 7628 Page/Folio: 0193 as Instrument No.: N/A In Frederick, Maryland.

Property Address: 8939 HAWBOTTOM RD, MIDDLETOWN, MD 21769-9310

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the above-named assignee, the said Mortgage/Deed of Trust/Security Deed (Security Instrument) having an original principal sum of \$351,037.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's beneficial interest under the Security Instrument.

TO HAVE AND TO HOLD the said Security Instrument, and also the said property unto the said assignee forever, subject to the terms contained in said Security Instrument.

IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

DC RESIDENTIAL IV LOAN ACQUISITION VENTURE, L.P.

On August 20th, 2014

By: 9/4/14
NEIL SPANA

AUTHORIZED SIGNATORY

STATE OF <u>CALL FORNIA</u>
COUNTY OF <u>LOS ANGELES</u>

MALINTHA CEHAN

LOS ANGELES

On SEP 4 2014, before me, WICKRAMANAYAKE, a Notary Public in and for COLNTY in the State of CALIFORNIA, personally appeared NEIL SPAGNA, ANTHORIZED SIGNATORY

\_\_\_\_\_\_, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Notary Expires: 8/17/2017

(This area for notarial seal)

IMP FD SURE \$

RECORDING FEE

Sep 16, 2014

F

TOTAL

SKD

Rest FREE

40.00

20.00

69.00

RCP1 # 98585

Blk # 1462

11:46 an



## Case 99-1820204 Dolei 281 Filled 60/2/10120 P719 1008 1230 6 37

Recording Requested By: RICHMOND MONROE GROUP

When Recorded Return To:

TONI EUTSLER/2 RICHMOND MONROE GROUP P.O. BOX 458 KIMBERLING CITY, MO 65686

#### CORPORATE ASSIGNMENT OF MORTGAGE/DEED OF TRUST

**Record 4th** 

Assignment Prepared on: April 30th, 2014.

Assignor: DC RESIDENTIAL IV PORTFOLIO PRIVATE OWNER, LLC at 1063 Post Road, 2nd Floor, Darien, CT 06820.

Assignee: CHRISTIANA TRUST, A DIVISION OF WILMINGTON SAVINGS FUND SOCIETY, FSB, AS TRUSTEE FOR SUNSET MORTGAGE LOAN TRUST, SERIES 2014-2 at 500 Delaware Ave, 11th Floor, Wilmington, DE 19801.

Executed By: TRUMAN RANDALL KEENEY, AND LESLEE KEENEY, HUSBAND AND WIFE AS TENANTS BY THE ENTIRETY To: MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. AS NOMINEE FOR BANK OF AMERICA, N.A., ITS SUCCESSORS AND ASSIGNS

Date of Deed of Trust: 11/20/2009 Recorded: 12/04/2009 in Book/Reel/Liber: 7628 Page/Folio: 0193 as Instrument No.: N/A In Frederick, Maryland.

Property Address: 8939 HAWBOTTOM RD, MIDDLETOWN, MD 21769-9310

KNOW ALL MEN BY THESE PRESENTS that in consideration of the sum of TEN and NO/100ths DOLLARS and other good and valuable consideration, paid to the above named Assignor, the receipt and sufficiency of which is hereby acknowledged, the said assignor hereby assigns unto the above-named assignee, the said Mortgage/Deed of Trust/Security Deed (Security Instrument) having an original principal sum of \$351,037.00 with interest, secured thereby, together with all moneys now owing or that may hereafter become due or owing in respect thereof, and the full benefit of all the powers and of all the covenants and provisos therein contained, and the said assignor hereby grants and conveys unto the said assignee, the assignor's beneficial interest under the Security Instrument.

TO HAVE AND TO HOLD the said Security Instrument, and also the said property unto the said assignee forever, subject to the terms contained in said Security Instrument.

IN WITNESS WHEREOF, the assignor has executed these presents the day and year first above written:

DC RESIDENTIAL IV PORTFOLIO PRIVATE OWNER, LLC

On April 30th, 2014

By: Neil Spagna, Authorized Signatory

STATE OF CONNECTICUT COUNTY, OF FAIRFIELD TOWN

On 4/39/4, before me, Austin Scott Werner, a Notary Public in and for FAIRFIELD TOWN in the Stee of CONNECT/CUT, personally appeared Neil Spagna, Authorized Signatory, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity, and that by his/her/their signature on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Connecticut that the foregoing paragraph is true and correct.

WITNESS my hand and official seal,

Austin Scott Werner

Notary Expires: 07/31/2018 #164781

(This area for notarial seal)

IMP FD SLRE \$

RECORDING FEE

TOTAL

Rest FROZ

40.00

20.00

60.00

Rcrt # 90506

Blk # 1464

11:47 am

AUSTIN SCOTT WERNER
Notary Public
Connecticut
My Commission Expires Jul 31, 2018

## **EXHIBIT "B"**



### **Loan Information**

**Loan Number:** Origination Date: 11/20/2009

 Loan Type:
 Conventional
 Acquisition Date:
 4/1/2014

 Investor:
 MTGLQ Investors, LP
 Maturity Date:
 12/1/2039

 MI Company:
 Is Insured:
 No

**Due Date:** 11/1/2010

**Property & Borrower Information** 

Borrower Name: TRUMAN RANDALL KEENEY Co-Borrower Name: LESLEE KEENEY

Borrower SSN: Co-Borrower SSN:

Prop Address:8939 HAWBOTTOM RDProp Type:Single Family Residence

MIDDLETOWN, MD 21769 Inspection Date: 1/7/2019

Mailing Address:8939 HAWBOTTOM RDOccupancy Status:Owner Occupied

MIDDLETOWN, MD 21769 Represented by Attorney: Yes

Additional Borrowers/Non-Obligors

### **Debt Breakdown - Payoff**

**Delinquent Interest:** 

Late Fees:

 Good to Date:
 4/29/2019
 Escrow Balance:
 0.00

Principal Balance:346,667.12Suspense Balance:0.00

Deferred Principal Balance:0.00Restricted Escrow Balance:0.00

Per Diem Amount:

42.09

Escrow Advance: 63,145.48

Corporate Advance Balance: 19,370.14

144,823.65

581.52

Pending Taxes: 0.00
Pending Hazard: 0.00
Pending MI: 0.00

Recording Fee: 50.00

Total Debt: 574,637.91

## **Bankruptcy Information**

BK Case # 19-10204 BK Notice Rec'd Date:

 BK Chapter:
 13
 BK Setup Date:
 1/11/2019

 BK Filing Date:
 1/6/2019
 Creditor Meeting Date:
 2/11/2019

 Filing State:
 MD
 POC Bar:
 3/18/2019

BK Post petition 2/1/2019 POC Filed Date: 3/6/2019 Due Date:

**POC Amount:** 273,135.94

**Attorney Info** 

Trustee Attorney: ROBERT S. THOMAS, II FC Attorney: Hofmeister Breza & Leavers

Debtor Attorney: Morgan William Fisher FC Sale Date Scheduled:

Region Code: BALTIMORE

BK Court Code:

Loan Number: Run Date: 4/29/2019



## **Reinstatement Quotes**

Based on contractual due	date	Based on post petition due date					
Good thru date	4/29/2019	Good thru date	4/29/2019				
Due Date	11/1/2010	Post Petition Due Date	2/1/2019				
Missed Payments	262,684.42	Missed Payments	4,859.64				
Late Charge Fees	581.52	Late Charge Fees					
Corporate Advance	2,498.41	Corporate Advance	0.00				
Escrow Advance	0.00	Post Petition Suspense Balance	0.00				
Suspense	0.00						
Total Reinstatement	282,636.08	Total Reinstatement	4,859.64				

Loan Number: Run Date: 4/29/2019



11/1/2010

## **Payment Information**

**UPB Amount:** 346,667.12 **Due Date:** 

Total Monthly Payment: 2,035.94 Interest Rate: 5.2500%

**P&I Amount:** 1,938.44 **Term:** 360

**Escrow Amount:** 97.50 **Original Loan Amount:** 351,037.00

Payment Frequency: 12

Deferred Amount: 0.00

**Missed Payment Due Date Term:** 11/1/2010 - 4/1/2019

## Missed Payments Breakdown

Date Range	P&I Amount	T&I Amount	PITI Amount	# missed payments	Missed Payment Total Amount
11/1/2010 - 11/1/2014	1,938.44	97.50	2,035.94	49	99,761.06
12/1/2014 - 1/1/2015	1,938.44	565.15	2,503.59	2	5,007.18
2/1/2015 - 3/1/2015	1,938.44	3,014.95	4,953.39	2	9,906.78
4/1/2015 - 11/1/2015	1,938.44	2,607.87	4,546.31	8	36,370.48
12/1/2015 - 11/1/2016	1,938.44	1,256.53	3,194.97	12	38,339.64
12/1/2016 - 11/1/2018	1,938.44	575.26	2,513.70	24	60,328.80
12/1/2018 - 1/1/2019	1,938.44	726.06	2,664.50	2	5,329.00
2/1/2019 - 4/1/2019	1,938.44	608.72	2,547.16	3	7,641.48
Total Missed Payments				102	262,684.42

## **Payment Change History**

Effective Date	Principal & Interest Amt	Taxes & Insurance Amt	Total Payment	Interest Rate	Change Reason
12/1/2019	1,938.44	489.21	2427.65	5.2500%	
2/1/2019	1,938.44	608.72	2547.16	5.2500%	
12/1/2018	1,938.44	726.06	2664.50	5.2500%	
12/1/2016	1,938.44	575.26	2513.70	5.2500%	
12/1/2015	1,938.44	1,256.53	3194.97	5.2500%	
4/1/2015	1,938.44	2,607.87	4546.31	5.2500%	
2/1/2015	1,938.44	3,014.95	4953.39	5.2500%	
12/1/2014	1,938.44	565.15	2503.59	5.2500%	
11/1/2010	1,938.44	97.50	2035.94	5.2500%	

## Payment & Escrow Breakdown

Tran Date	Due Date	Tran Description	Total Amount	Principal Amt	Interest Amt	Escrow Amt	Suspense Amt	NSF	UPB	Deferred UPB	Escrow Balance	Escrow Advance Balance
1/16/19	11/1/10	Bal Field Adjust	0.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	63,145.48
12/14/18	11/1/10	County Tax	-2,838.64	0.00	0.00	-2,838.64	0.00	0.00	346,667.12	0.00	0.00	63,145.48
12/14/18	11/1/10	Escrow Adv Movement	2,838.64	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	63,145.48
12/8/18	11/1/10	Escrow Adv Movement	1,587.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	60,306.84
12/8/18	11/1/10	Hazard Ins	-1,587.00	0.00	0.00	-1,587.00	0.00	0.00	346,667.12	0.00	0.00	60,306.84
7/11/18	11/1/10	Escrow Adv Movement	2,879.04	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	58,719.84
7/11/18	11/1/10	County Tax	-2,879.04	0.00	0.00	-2,879.04	0.00	0.00	346,667.12	0.00	0.00	58,719.84
1/3/18	11/1/10	Hazard Ins	-1,532.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	55,840.80
1/3/18	11/1/10	Escrow Adv Movement	1,532.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	55,840.80
12/19/17	11/1/10	County Tax	-2,867.60	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	54,308.80
12/19/17	11/1/10	Escrow Adv Movement	2,867.60	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	54,308.80
7/24/17	11/1/10	Escrow Adv Movement	2,906.92	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	51,441.20
7/24/17	11/1/10	County Tax	-2,906.92	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	51,441.20
2/24/17	11/1/10	Escrow Adv Movement	5,623.34	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	48,534.28
2/24/17	11/1/10	County Tax	-2,750.10	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	48,534.28

Loan Number:

Run Date: 4/29/2019



#### Payment & Escrow Breakdown

		scrow Breakdown		,	-	-						
	Due Date	Tran Description	Total Amount	Principal Amt	Interest Amt	Escrow Amt	Suspense Amt	NSF	UPB	Deferred UPB	Escrow Balance	Escrow Advance Balance
2/24/17	11/1/10	County Tax	-2,873.24	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	48,534.28
1/4/17	11/1/10	Escrow Adv Movement	1,802.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	42,910.94
1/4/17	11/1/10	Hazard Ins	-1,802.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	42,910.94
1/4/16	11/1/10	Hazard Ins	-1,399.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	41,108.94
1/4/16	11/1/10	Escrow Adv Movement	1,399.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	41,108.94
12/14/15	11/1/10	Escrow Adv Movement	2,797.60	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	39,709.94
12/14/15	11/1/10	County Tax	-2,797.60	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	39,709.94
7/13/15	11/1/10	Escrow Adv Movement	2,839.55	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	36,912.34
7/13/15	11/1/10	County Tax	-2,839.55	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	36,912.34
1/6/15	11/1/10	Hazard Ins	-1,301.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	34,072.79
1/6/15	11/1/10	Escrow Adv Movement	1,301.00	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	34,072.79
11/26/14	11/1/10	Escrow Adv Movement	2,762.58	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	32,771.79
11/26/14	11/1/10	County Tax	-2,762.58	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	32,771.79
6/27/14	11/1/10	County Tax	-2,805.87	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	30,009.21
6/27/14	11/1/10	Escrow Adv Movement	2,805.87	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	30,009.21
4/2/14	11/1/10	Restricted Monetary Adjust	27,203.34	0.00	0.00	27,203.34	0.00	0.00	346,667.12	0.00	0.00	27,203.34
1/1/14	11/1/10	Late Charge Adjust	-581.52	0.00	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	0.00
1/1/14	11/1/10	Loan Prin Bal Set-up	-346,667.12	-346,667.12	0.00	0.00	0.00	0.00	346,667.12	0.00	0.00	0.00
3/17/14		Late Charge Adjust	96.92	0.00	0.00	0.00	0.00	0.00				
2/6/14		PMI/FHA	-133.83	0.00	0.00	-133.83	0.00	0.00				
1/9/14		Hazard Ins	-1,170.00	0.00	0.00	-1,170.00	0.00	0.00				
1/7/14		PMI/FHA	-133.83	0.00	0.00	-133.83	0.00	0.00				
12/5/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
11/26/13		County Tax	-2,772.01	0.00	0.00	-2,772.01	0.00	0.00				
11/6/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
10/4/13		PMI/FHA	-272.52	0.00	0.00	-272.52	0.00	0.00				
9/6/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
8/6/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
7/5/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
6/28/13		County Tax	-2,814.94	0.00	0.00	-2,814.94	0.00	0.00				
6/17/13		Late Charge Adjust	96.92	0.00	0.00	0.00	0.00	0.00				
6/6/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
5/6/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
4/4/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
3/6/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
2/6/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
1/10/13		Hazard Ins	-1,369.00	0.00	0.00	-1,369.00	0.00	0.00				
1/7/13		PMI/FHA	-136.26	0.00	0.00	-136.26	0.00	0.00				
12/6/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
12/6/12		County Tax	-2,772.01	0.00	0.00	-2,772.01	0.00	0.00				
11/6/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
10/4/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
9/7/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
3/7/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
7/6/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
7/5/12		County Tax	-2,814.93	0.00	0.00	-2,814.93	0.00	0.00				
		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
6/6/12			1	I .	T. Control of the Con	1						

Loan Number:

Run Date: 4/29/2019



## Payment & Escrow Breakdown

Tran Date	Due Date	Tran Description	Total Amount	Principal Amt	Interest Amt	Escrow Amt	Suspense Amt	NSF	UPB	Deferred UPB	Escrow Balance	Escrow Advance
4/5/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				Balance
3/6/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
2/6/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
1/12/12		Hazard Ins	-877.00	0.00	0.00	-877.00	0.00	0.00				
1/6/12		PMI/FHA	-138.57	0.00	0.00	-138.57	0.00	0.00				
12/9/11		County Tax	-3,225.51	0.00	0.00	-3,225.51	0.00	0.00				
12/6/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
11/4/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
10/6/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
9/7/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
8/4/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
7/8/11		County Tax	-3,221.71	0.00	0.00	-3,221.71	0.00	0.00				
7/7/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
6/6/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
5/5/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
4/6/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
3/4/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
2/7/11		Pmt from	2,687.89	419.93	1,518.51	749.45	0.00	0.00				
		Lockbox/Cashiering Wk/ACH Pmt										
2/4/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
1/6/11		PMI/FHA	-140.75	0.00	0.00	-140.75	0.00	0.00				
12/22/10		Hazard Ins	-850.00	0.00	0.00	-850.00	0.00	0.00				
12/9/10		County Tax	-3,224.05	0.00	0.00	-3,224.05	0.00	0.00				
12/6/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
11/26/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	418.10	1,520.34	744.42	0.00	0.00				
11/4/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
10/25/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	416.28	1,522.16	744.42	0.00	0.00				
10/6/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
9/7/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
9/2/10		Long Form Rev for Returned Check	-2,876.70	-416.28	-1,522.16	-744.42	0.00	0.00				
8/27/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,876.70	416.28	1,522.16	744.42	0.00	0.00				
8/5/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
7/30/10		Predistributed Pmt (e.g. loan closing) / Escrow posting for mods	96.92	0.00	0.00	0.00	0.00	0.00				
7/30/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	414.47	1,523.97	744.42	0.00	- 2,682.86				
7/7/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
7/6/10		County Tax	-3,220.21	0.00	0.00	-3,220.21	0.00	0.00				
6/18/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	412.67	1,525.77	744.42	0.00	0.00				
6/4/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
5/17/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	410.87	1,527.57	744.42	0.00	0.00				
5/6/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
4/16/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	409.08	1,529.36	744.42	0.00	0.00				
4/6/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
3/16/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	407.30	1,531.14	744.42	0.00	0.00				
3/4/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				

Page 5 of 7

Run Date: 4/29/2019



## Payment & Escrow Breakdown

Tran Date	Due Date	Tran Description	Total Amount	Principal Amt	Interest Amt	Escrow Amt	Suspense Amt	NSF	UPB	Deferred UPB	Escrow Balance	Escrow Advance Balance
2/16/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	405.52	1,532.92	744.42	0.00	0.00				
2/4/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
1/15/10		Pmt from Lockbox/Cashiering Wk/ACH Pmt	2,682.86	403.21	1,535.23	744.42	0.00	0.00				
1/7/10		PMI/FHA	-142.83	0.00	0.00	-142.83	0.00	0.00				
12/22/09	)	Hazard Ins	-839.00	0.00	0.00	-839.00	0.00	0.00				
12/21/09		Predistributed Pmt (e.g. loan closing) / Escrow posting for mods	-252.45	0.00	0.00	0.00	0.00	0.00				
12/21/09		Predistributed Pmt (e.g. loan closing) / Escrow posting for mods	252.45	252.45	0.00	0.00	0.00	0.00				
12/18/09	9	Predistributed Pmt (e.g. loan closing) / Escrow posting for mods	252.45	0.00	0.00	0.00	0.00	0.00				
12/1/09		Predistributed Pmt (e.g. loan closing) / Escrow posting for mods	713.68	0.00	0.00	713.68	0.00	0.00				
12/1/09		Predistributed Pmt (e.g. loan closing) / Escrow posting for mods	908.96	0.00	0.00	908.96	0.00	0.00				
12/1/09		Predistributed Pmt (e.g. loan closing) / Escrow posting for mods	50.49	0.00	50.49	0.00	0.00	0.00				

Total -327,270.54 -342,297.24 15,317.46 -7,304.68 0.00

2,682.86

## **Corporate Advances**

Tran Date	Reason code description	Amount					
4/18/2019	BK ATTY. FEES	250.00					
4/18/2019	BK ATTY. FEES	300.00					
4/3/2019	FC ATTY. FEES	250.00					
3/14/2019	OTHER	506.25					
3/14/2019	POSTAGE CHRGS	2.76					
3/14/2019	POSTAGE CHRGS	6.93					
3/14/2019	FC ATTY. FEES	94.50					
3/8/2019	BK ATTY. FEES	350.00					
2/6/2019	OTHER	100.00					
2/6/2019	POSTAGE CHRGS	30.50					
2/6/2019	POSTAGE CHRGS	47.47					
2/6/2019	FC ATTY. FEES	560.00					
1/25/2019	OTHER	0.00					
1/25/2019	OTHER	0.00					
1/25/2019	OTHER	0.00					
1/25/2019	OTHER	0.00					
1/25/2019	OTHER	0.00					
1/25/2019	OTHER	0.00					
1/25/2019	OTHER	0.00					
1/25/2019	OTHER	0.00					
1/25/2019	OTHER	0.00					
12/19/2018	OTHER	75.00					
12/15/2018	OTHER	324.50					
10/31/2018	FC ATTY. FEES	602.00					
10/31/2018	FC ATTY. FEES	236.00					
10/31/2018	FC ATTY. FEES	250.00					
9/18/2018	FC ATTY. FEES	126.00					
7/20/2018	TITLE SEARCH	350.00					
5/18/2018	OTHER	(15.00)					
5/10/2018	OTHER	15.00					

Loan Number: Run Date: 4/29/2019



## **Corporate Advances**

	e Advances	Amazunt
Tran Date	Reason code description	Amount
4/19/2018	FC ATTY, FEES	250.00
4/19/2018	FC ATTY, FEES	147.50
4/19/2018	FC ATTY, FEES	236.00
12/19/2017	FC ATTY, FEES	250.00
12/19/2017	FC ATTY, FEES	88.50
12/19/2017	FC ATTY. FEES	1,380.50
12/19/2017	POSTAGE CHRGS	15.48
11/2/2017	FC ATTY, FEES	250.00
6/14/2017	FC ATTY. FEES	450.00
6/14/2017	POSTAGE CHRGS	49.52
6/14/2017	POSTAGE CHRGS	90.00
6/14/2017	POSTAGE CHRGS	85.00
6/14/2017	POSTAGE CHRGS	88.40
5/5/2017	OTHER	195.00
5/5/2017	POSTAGE CHRGS	14.41
5/5/2017	PROCESS	183.00
5/5/2017	OTHER	475.00
5/5/2017	FC ATTY. FEES	1,000.00
5/2/2017	FC ATTY. FEES	215.00
5/2/2017	POSTAGE CHRGS	16.98
3/29/2017	LTE/UPDTE TITLE	75.00
9/28/2016	FC ATTY. FEES	750.00
8/15/2016	LTE/UPDTE TITLE	75.00
3/31/2016	FC ATTY. FEES	807.00
3/31/2016	FC ATTY. FEES	500.00
3/31/2016	OTHER	100.00
3/31/2016	FC ATTY. FEES	1,277.50
3/31/2016	OTHER	1,008.40
3/31/2016	FC COSTS	15.00
3/31/2016	POSTAGE CHRGS	68.37
3/7/2016	TITLE SEARCH	350.00
2/29/2016	FC ATTY. FEES	52.50
12/14/2015	FC ATTY. FEES	627.50
12/14/2015	POSTAGE CHRGS	5.27
12/14/2015	FC ATTY. FEES	142.50
10/15/2015	POSTAGE CHRGS	88.65
10/15/2015	FC ATTY. FEES	136.00
10/15/2015	POSTAGE CHRGS	34.81
3/12/2015	FC ATTY. FEES	409.50
12/31/2014	FC ATTY. FEES	840.00
12/31/2014	OTHER	223.00
12/31/2014	PROCESS	183.00
11/20/2014	OTHER	445.00
11/20/2014	POSTAGE CHRGS	17.72
11/20/2014	FC ATTY. FEES	205.00
8/14/2014	FC ATTY. FEES	630.00
8/14/2014	POSTAGE CHRGS	11.22
8/14/2014	FC COSTS	350.00

# **EXHIBIT "C"**

## **Real Property Data Search**

## **Search Result for FREDERICK COUNTY**

View Map			View GroundRent Redemption						View GroundRent Registration						
Tax Exempt:			Special Tax Recapture:												
Exempt Class:			NONE												
Account	dentifier	:	Distri	ct - 03 Ac	count N	lumber -									
					Owne	er Information									
Owner Na	ame:		KEENEY TRUMAN RANDALL & KEENEY LESLEE 8939 HAWBOTTOM RD MIDDLETOWN MD 21769-9310				Use: Principa	al Resider	ice:	RESIDENTIAL YES /07628/ 00190					
Mailing A	ddress:						Deed R	eference:							
				Loc	ation & S	Structure Inform	nation								
Premises Address:					TOM RD 21769-0000		Legal Description:			LOT 1 SECTION 1 32.39 ACRES PINE RIDGE ESTATES					
Мар:	Grid:	Parcel:	Sub District:	Subdi	vision:	Section:	Block:	Lot:	Asses Year:	sment	Plat No:				
0056	0000	0575		0000		1		1	2018		Plat Ref:	0081/ 0132			
Special	Tax Area	as:				Town:				NONE	<u> </u>				
						Ad Valorem:				800					
						Tax Class:									
Primary Built	/ Structu	re	Above Grade Living		Finished Bas		ement Property La			and County Use					
1996			2,336 SF		900 SF			32.0	000000						
Stories	Bas	ement	Туре		Exteri	or Full/Ha	alf Bath	Garag	je La	ast Majo	r Renov	ation			
2	YES		STANDARD	UNIT	FRAM	E 3 full									
					Valu	e Information									
			Base '	Value		Value		Phase-in	Assess	ments					
						As of		As of		As					
l and.			202.40	00		01/01/2018		07/01/201	8	07/	/01/2019				
Land:	monte		202,100 273,000		202,100 268,200										
Improve Total:	ements		475,100		470,300		470,300			470 300					
। оरवा: Preferential Land:			0	,0	470,300			470,300			470,300 0				
1101010					Trans	fer Information									
Seller:	KEENEY,	TRUMAN	RANDALL		Date: 1	2/04/2009				Price	: \$0				
Type: N	ION-ARM	S LENGTI	H OTHER		Deed1:	: /07628/ 0019			Deed	2:					
Seller:	KEENEY,	TRUMAN	RANDALL		Date: 11/22/2006					Price	: \$0				
Type: NON-ARMS LENGTH OTHER					Deed1: /06328/ 00583					Deed	2:				
Seller:					Date:					Price	:				
Type:					Deed1:					Deed	2:				
Partial Ex	empt As	sessment	s: Class		Exemp	tion Informatio	n 07/01/20	018		07/01/2	2019				
County:			000				0.00								
State:			000		0.00		0.00								
Municipal: 000				0.00 0.00 0.00					0.00 0.0	00					
Tax Exe	empt:				Specia	al Tax Recapt	ure:								
Exempt Class:					NONE										

4/29/2019 Case 19-10204 Doc 28 SPATIES and Page 34 of 37

Homestead Application Status: No Application

Homeowners' Tax Credit Application Information

Homeowners' Tax Credit Application Status: No Application

Date:

## UNITED STATES BANKRUPTCY COURT DISTRICT OF MARYLAND BALTIMORE DIVISION

IN RE:					
Lesley Jeneen Keeney,	CHAPTER 13				
aka Leslee Keeney	CASE NO.: 19-10204				
Debtor(s).					
MTGLO INVESTORS I B					
MTGLQ INVESTORS, L.P.  Movant,					
V.					
Lesley Jeneen Keeney,					
aka Leslee Keeney					
Debtor(s),					
Truman Randall Keeney,					
Co-Debtor(s)					
Robert S. Thomas, II,					
Trustee,					
Respondents.					

# NOTICE OF MOTION SEEKING RELIEF FROM STAY AND CO-DEBTOR STAY JULY 16, 2019 AT 10:00 A.M. HEARING THEREON

MTGLQ INVESTORS, L.P. has filed papers with the court seeking relief from the automatic stay of 11 U.S.C. § 362(a) and 1301 to enable it to proceed to enforce its available legal and equitable remedies with regard to the real property located at 8939 HAWBOTTOM RD, MIDDLETOWN, MD 21769. Your rights may be affected. You should read these papers carefully and discuss them with your lawyer if you have one on this case. (If you do not have a lawyer, you may wish to consult one.)

If you do not want the court to grant the motion for relief from stay, or if you want the court to consider your views on the motion, then by **July 5, 2019** you or your lawyer must file a written response with the Clerk of the Bankruptcy Court explaining your position and mail a copy to:

David A. Rosen RAS CRANE LLC 11900 Parklawn Drive, Suite 310 Rockville, MD 20852

And to:

Robert S. Thomas, II 300 E Joppa Road, Suite 409 Towson, MD 21286

You will have three (3) additional days to respond if you received the motion via first-class mail.

If you mail rather than deliver, your response to the Clerk of the Bankruptcy Court for filing, you must mail it early enough so that the court will receive it by the date stated above.

The hearing is scheduled for **July 16, 2019**, at **10:00 A.M.** in Courtroom **104**, United States Bankruptcy Court, 129 East Main St., Salisbury, MD 21801.

IF YOU OR YOUR LAWYER DO NOT TAKE THESE STEPS BY THE DEADLINE, THE COURT MAY DECIDE THAT YOU DO NOT OPPOSE THE RELIEF SOUGHT IN THE MOTION AND MAY GRANT OR OTHERWISE DISPOSE OF THE MOTION BEFORE THE SCHEDULED HEARING DATE.

DATE: June 21, 2019

By: /s/ David A. Rosen
David A. Rosen
MD Federal Bar No. 14583
RAS Crane, LLC
11900 Parklawn Drive, Suite 310
Rockville, MD 20852

Phone: (844) 442-2150, ext. 242

Fax (240) 238-2767

Email: darosen@rascrane.com

Attorney for Movant

### **CERTIFICATE OF SERVICE**

**I HEREBY CERTIFY** that on June 21, 2019, a copy of the Notice of Motion for Relief from Stay and Hearing Thereon has been served upon the following necessary parties in interest, via first class mail postage prepaid to:

Lesley Jeneen Keeney 2406 Love Point Rd Stevensville, MD 21666

Truman Randall Keeney 8939 Hawbottom Rd Middletown, MD 21769

And via electronic mail to:

Robert S. Thomas, II 300 E Joppa Road, Suite 409 Towson, MD 21286

Morgan William Fisher Law Offices of Morgan Fisher LLC 1125 West St., Suite 227 Annapolis, MD 21401

Date: 6/21/2019 By: /s/David A. Rosen

David A. Rosen

MD Federal Bar No. 14583

RAS Crane, LLC

11900 Parklawn Drive, Suite 310

Rockville, MD 20852

Phone: (844) 442-2150, ext. 242

Fax (240) 238-2767

Email: darosen@rascrane.com

Attorney for Movant